

EXHIBIT B

MEMORANDUM OF AGREEMENT

Maggies Paratransit Corp. and Local 1181 ATU

11/17/15

Maggies Paratransit Corp. and Local 1181 ATU hereby agree that the Collective Bargaining Agreement that expired on 08/31/15 shall be extended and modified as set fourth herein.

1) Term: 4 Years

2) Wages

Drivers – *See Page 6*

Maintenance

Employees shall receive a fifty cent per hour increase upon ratification, and a 3% raise the 1st, 2nd, 3rd and 4th Date of Hire Anniversary.

Quality Control

All Quality Control Employees will be given a raise to \$10.25 per hour upon ratification. Employees shall receive a 2.5% raise on the 1st Date of Hire Anniversary and a 3% raise the 2nd, 3rd and 4th Date of Hire Anniversary. Notwithstanding the above, QC employees who are hired after the ratification of the contract will receive a \$9.00 per hour hiring rate.

3) Medical Benefit and Employee Weekly Contribution

Weekly Employee contributions as follows:

- Hire Date Prior to September 1st, 2011

CBA Year	<u>Single</u>	<u>Family</u>
▪ Year 1:	\$35	\$90 (No Change)
▪ Year 2:	\$40	\$100
▪ Year 3:	\$40	\$100 (No Change)
▪ Year 4:	\$47	\$114

- Hire Date on or after September 1st, 2011 but before ratification

CBA Year	<u>Single</u>	<u>Family</u>
▪ Year 1:	\$45	\$120 (No Change)
▪ Year 2:	\$50	\$130
▪ Year 3:	\$50	\$130 (No Change)
▪ Year 4:	\$57	\$144

- Hire Date on or After Ratification

CBA Year	<u>Single</u>	<u>Family</u>
▪ Year 1:	\$60	\$150
▪ Year 2:	\$65	\$160
▪ Year 3:	\$70	\$170
▪ Year 4:	\$75	\$180

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4) 401K Plan

Employees with 1-7 years' seniority – 1:2 match rate (one Employer dollar for every two employee dollars) with \$1,500 employer cap; Employees with 8+ years seniority – 1:1 match rate with \$2,500 employer cap

5) Article 22: Regular Work Week and Work Day

Section 10, Paragraph 1: Full-time employees hired prior to September 1, 2011 are guaranteed 40 hours work in a 45 hour spread for five workdays in any given week. Full-time employees hired on or after September 1, 2011 and before September 1, 2015 with more than twenty-two months of seniority are guaranteed 40 hours work in a 45 hour spread for five workdays in any given week. Full-time employees hired on or after September 1, 2015 with more than **thirty-two** months of seniority are guaranteed 40 hours work in a 45 hour spread for five workdays in any given week. The Employer is not guaranteeing an eight-hour workday. The Employer has several types of daily shift configurations that must equal 40 hours in a 45 hour spread per week. In the event an employee reports late for work or missed a scheduled workday, the weekly guarantee shall be reduced by 1/5 for employees scheduled to work five days per week, or 1/4 for employees scheduled to work four days per week, for each occurrence in that week. If the employee is on vacation, holiday, sick leave or any other excused absence in a workweek, the 40-hour guarantee will be reduced by an amount equal to such vacation, holiday, sick leave or excused absence time.

Section 10, Paragraph 2: For each day that NYCTA imposes an **18** percent or more reduction of routes for any reason, the weekly guarantee shall be reduced by 1/5 for employees scheduled to work five days per week or 1/4 for employees scheduled to work four days per week. Drivers assigned to routes curtailed or canceled by NYCTA will be excused without pay if no other work is available. Drivers who are assigned to a curtailed route may only be shifted 2 hours and 15 minutes from their scheduled Start Time.

6) Article 23: Holidays / Sick Days

Add Presidents Day to Section 1, Subsection G.

Maggies will allow employees to use holiday hours in advance (minimum of 4-hour increments) for the medical care and treatment of themselves or a family member.

During the first year of employment, employees will begin accruing holiday time on their first day of employment at a rate of 1 hour for every 30 hours worked, but will not be able to utilize this time until after 120 days of employment.

Maggies will allot full holiday pay to employees after 120 days of employment. (Currently 6 months.)

The parties agree that this Agreement satisfies the requirements of New York City Earned Sick Time Act, and therefore the employees shall not be entitled to any additional time-off as a result of that law or any other law requiring paid sick time.

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7) Article 24: Vacation Days

Employees may use Vacation Time for Sick Days

Employees Hired Before September 1, 2011 Add:

After six (6) years of employment – three (3) weeks' vacation

Employees Hired on or After September 1, 2011 Add:

After four (4) years of employment – two (2) weeks' vacation

After seven (7) years of employment – three (3) weeks' vacation

7a) Article 25: PTO Days

Effective Second Year of CBA:

Employees Hired prior to September 1, 2011 to receive 5 PTO Days after four (4) years of seniority

Employees Hired on or after September 1, 2011 to receive 3 PTO Days after three (3) years of seniority

8) Article 33: Rates of Pay

Section 7: A wage adjustment will be paid upon ratification to employees hired on or before August 31, 2015 in the amount of \$250. This wage adjustment will be paid on December 3, 2015 and will only be applicable if this agreement is ratified by November 20, 2015.

9) Tool Allowance

Increase Allowance for Class A & B Mechanics to \$400 (currently \$300), and \$300 for helpers (Currently \$200)

10) Article 38 – Change Section Heading to “Mechanics”

Maggies will provide a boot allowance in the amount of \$125 each year

11) Add New Article 39 – “Quality Control”

Maggies will supply QC with a boot allowance subject to the same terms as mechanics

Maggies will supply QC employees with 4 shirts and 2 pants after 90 days employment, and the same allotment every year thereafter. Replacement of worn items on a case-by-case basis.

Maggies will extend the opportunity for QC employees to become Mechanics so long as they display the skill/ability to do so in the Employer's judgment. (E.g. Attendance, Job Performance, Attitude and Aptitude)

12) Smoking Near Vehicles

Maggies asks all drivers to please be mindful and considerate of passengers when smoking during service hours. Drivers cannot smoke inside the vehicle; drivers must refrain from smoking outside AAR Vehicles immediately before boarding passengers

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13) ASE Certification

Mechanics and mechanic helpers will receive an additional fifty cents (\$0.50) per hour for each company-approved certification group (listed below – must be taken in groups listed) he/she obtains after the ratification of the contract. All shop employees shall have the opportunity to obtain certifications, but one's request to obtain such certifications will be subject to Management Approval. Each certification must be renewed as required by applicable certification standards. Time spent obtaining certifications shall not be considered work time. If an employee passes the test for a particular certification, the employer will reimburse him/her for the cost of the test and the authorized ASE Booklet.

Group 1: S3 (Drive train); S4 (Brakes); S5 (Suspension and steering)

Group 2: S2 (Diesel engines) and S7 (Air conditioning systems and control including certification to comply with EPA Section 609 of the Clean Air Act Amendment of 1990)

Group 3: S1 (Body systems and special equipment) and S6 (Electrical/Electronic Systems)

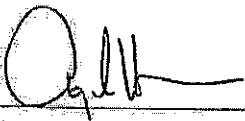
14) Core Skills Booklet


Maggies will require all driving personnel to carry their Core Skills Booklet with them whenever he/she is conducting company business. The booklet is to be used as a guideline to help heighten safety awareness. In no way does the booklet supersede the Collective Bargaining Agreement between Maggies Paratransit Corp. and Local 1181 ATU. To the extent the booklet conflicts with the Collective Bargaining Agreement, the Collective Bargaining Agreement governs. The company will supply employees with their first copy of the booklet; any employee who damages or misplaces his/her booklet will be subject to a \$2 reprinting fee. Discipline for not carrying the booklet shall be limited to verbal warning and reinstruction.

15) Life Insurance Provision

The Life Insurance policy contains an age reduction provision whereby the amount of life insurance will be reduced by 50% at age 70. Thus, the total benefit payable under the Collective Bargaining Agreement shall be reduced to \$12,500 for employees 70 years or older.

THE UNION AND THE UNDERSIGNED MEMBERS OF THE BARGAINING
COMMITTEE RECOMMEND RATIFICATION OF THIS AGREEMENT.

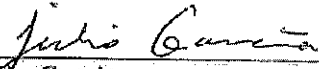

Maggies Paratransit Corp. by Agostino Vona



Local 1181 ATU by Anthony Cordiello


Local 1181 ATU by John DeLoatch

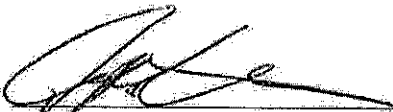
Committee:


Ricci Henderson

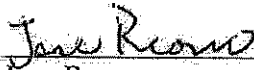

Julio Garcia


Jesus Rodriguez


Antoine English


Lynden Mallette

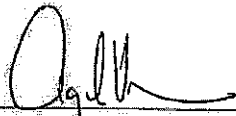

Theodore Alexander


Jose Reno

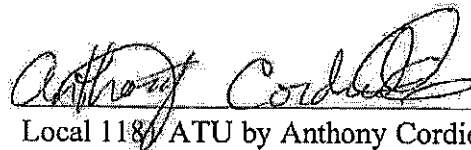
Drivers Wage Grid 11/17/15

Wages	Upon Ratification	1st DOH Anniversary	2nd DOH Anniversary	3rd DOH Anniversary	4th DOH Anniversary
\$14.00	\$14.75	\$14.95	\$15.40	\$15.90	\$16.45
\$14.25	\$15.00	\$15.25	\$15.75	\$16.25	\$16.95
\$14.90	\$15.65	\$15.90	\$16.40	\$16.90	\$17.70
\$15.50	\$16.25	\$16.80	\$16.95	\$17.50	\$18.50
\$15.61	\$16.36	\$17.00	\$17.45	\$18.00	\$18.90
\$15.92	\$16.67	\$17.30	\$17.75	\$18.50	\$19.20
\$16.56	\$17.31	\$17.80	\$18.25	\$19.00	\$19.70
\$17.06	\$17.81	\$18.40	\$18.80	\$19.40	\$20.05
\$18.50	\$19.25	\$19.70	\$20.00	\$20.50	\$21.50
\$19.25	\$20.00	\$20.45	\$20.70	\$21.30	\$22.30
\$20.05	\$20.80	\$21.00	\$21.39	\$21.74	\$22.49
\$20.65	\$21.40	\$21.60	\$21.80	\$22.00	\$22.62
\$21.27	\$22.02	\$22.22	\$22.45	\$22.61	\$23.28
\$21.91	\$22.66	\$22.86	\$23.25	\$23.50	\$24.00

AGREED



Maggies Paratransit Corp. by Agostino Vona



Local 1181 ATU by Anthony Cordiello



Local 1181 ATU by John Deloatch

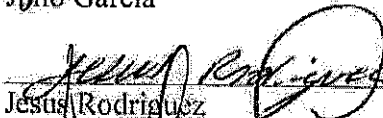
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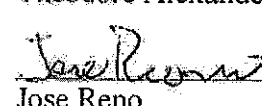
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